



Shelby County Tennessee

Mark Luttrell, Jr. Mayor

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main, Suite 900
Memphis, TN 38103

Issued: January 4, 2016

Due: January 22, 2016 no later than 4:00 P.M. (Central Standard Time)

RFP # 16-001-31

MEMPHIS AND SHELBY COUNTY CONSTRUCTION CODE ENFORCEMENT SOFTWARE PERMITTING SYSTEM

Shelby County Government is soliciting written proposals on a competitive basis for a Software Permitting System for, Memphis and Shelby County Construction Code Enforcement. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department," "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP. Copies of the bid are posted at this location and can be downloaded at no cost to prospective bidders.

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 4:00 p.m. on Friday, January 22, 2016.** Proposals should be addressed to:

**Tosha Davenport, Purchasing Specialist
Shelby County Government
Purchasing Department
160 N. Main St., Suite 900
Memphis, TN 38103**

The package containing an original (clearly identified as original), eight (8) copies and a Digital CD of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, "SOFTWARE PERMITTING SYSTEM, RFP # 16-001-31" noted on the outside.

Sincerely,

Tosha Davenport, Purchasing Specialist
Shelby County Government
Purchasing Department

Cc: Terry Parker, Construction Code Enforcement

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Please download all of the additional information and attachments that accompany this RFP.

I. INTRODUCTION

Shelby County Government is soliciting written proposals on a competitive basis for A Software Permitting System for Memphis and Shelby County Construction Code Enforcement.

This Request for Proposals (“RFP”) is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided where one successful firm will be selected and invited to enter into a contractual relationship with Shelby County for the services outlined in the RFP.

II. MINIMUM PROPOSERS REQUIREMENT

1. Provide proof of a minimum of five (5) years’ experience performing the work described in the RFP.
2. Provide proof of sufficient, competent, and skilled staff, with experience in performing the Services.
3. Provide proof of all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes, and fees.
4. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act” (effective date of 01/01/12). Proof and documentation of employment eligibility must be included with the proposal.
5. Apply and qualify for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration prior to submitting your response.
6. Attest that you adhere to all Title VI requirements and provide proof/documentation if necessary.
7. Provide proof of the minimum insurance requirements.

Please Note: As a part of doing business with Shelby County, each individual, company, or organization is required to obtain an “Equal Opportunity Compliance” certification number prior to submitting your response.

Because of the length of time required to receive an EOC number, vendors who apply prior to RFP due date, bid will be accepted pending EOC approval of their application.

You can access the online applications to receive the numbers indicated above at www.shelbycountyttn.gov. To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. *(Applications for a vendor number are accepted online only.)*

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

If you have any questions regarding the application, you may contact Purchasing at (901)222-2250 or the EOC Administration at (901) 222-1100.

III. CORRESPONDENCE

All correspondence, proposals, and questions concerning the RFP are to be submitted to:

**Tosha Davenport, Purchasing Specialist
Shelby County Government
160 N. Main St. Suite 900
Memphis, TN. 38103**

Respondents requesting additional information or clarification are to contact Tosha Davenport in writing at tosha.davenport@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Friday, January 15, 2016 by 12:00 p.m. (CST).***

These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Note: Individual vendor questions will be answered by e-mail as received before the cut-off date. All questions and answers will be posted on the County’s website at www.shelbycountyttn.gov within forty eight (48) hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **FRIDAY, January 22, 2016 @ 4:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified.

Request for Proposals Released	Monday January 4, 2016
Proposal Due Date	Friday, January 22, 2016
Notification of Finalist Demonstration	Friday, February 12, 2016
Finalist Demonstration	Week of February 29-March 4, 2016
Notification of Award	March 2016
Services to Commence	Upon Execution of the Contract

The County may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

a. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all proposers, in writing, if the County rejects all proposals.

b. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

c. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the proposer's responsibility to ensure that its proposals arrive on or before the specified time.

d. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

e. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

f. Proposal Validity

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

g. Non-Discrimination and Title VI

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby County Government. Failure to provide same shall constitute a material breach of contract.

h. LOSB

The County encourages the utilization of locally owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
- (v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
- (vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.
- (vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract, or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.
- (viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.
- (ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:
 - a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
 - b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;

- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.
- (x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.
- (xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.
- (xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.
- (xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.
- (xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

i. Disclosure of Proposal Contents

Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data, or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

VII. GENERAL REQUIREMENTS AND INFORMATION

A. Background

Memphis and Shelby County Construction Code Enforcement's "Permit Plus" software permitting system is approaching obsolescence and the vendor's level of investment in the product has declined, relative to its newer products. This trend is likely to continue, therefore, reliance upon "Permits Plus" is not sustainable beyond the next few years.

Construction projects are initiated through the Office of Planning and Development for approval. Once approved, Memphis and Shelby County Construction Code Enforcement will ensure that building construction meet current zoning and safety regulations outlined in Construction Code Enforcement's Building Codes and Ordinances. The information gathered in this process needs to be accessed by various departments and outside agencies for the issuing of permits.

The current software solution is only used by one department as it has limited integration with others. By obtaining a new integrated software solution, information can be exchanged more efficiently.

B. Shelby County Government Environment

Shelby County Government has data centers in two locations within Shelby County. The separate facilities are designed for providing resiliency of services offered to the citizens of Shelby County. The two data Centers are maintained by Information Technology Services (ITS).

ITS supports virtual servers running VMWare 5.5 as well as physical servers. The vast majority of the servers run MS Server 2008 R2 or higher as its operating system. The database environment is primarily composed of servers running MS SQL Server. ITS network communications take place by utilizing a Cisco Advanced Layer 3 Converged network. ITS uses Trend Micro for anti-virus protection. File transfers are accomplished through the use of Serv-U's Secure File Transfer. ITS is currently using Exchange 2010 for email communications, but we will move to Exchange 2013 during the next calendar year. Connection to our network for support purposes is accomplished through the use of secure VPN with 2 factor authentication.

ITS also manages Telecommunications for Shelby County Government. ITS uses the Avaya Aura Session Manager for managing voice and Avaya Experience Portal to manage video conferencing, call conferencing, and Integrated Voice Response (IVR). Shelby County ITS is an Avaya IP Telephony Shop. The system is robust and scalable. ITS has migrated its communications to SIP Trunks.

Shelby County is PCI Compliant under the PCI DSS 2.0 standard and will soon be compliant under the PCI DSS 3.0 standard.

Shelby County recently purchased Software AG's Web Methods Enterprise Service Bus (ESB) for integration that is to be accomplished in a Criminal Justice project. This tool is also available for use in other projects.

C. Scope of Contract

Acela's Permits Plus is approaching obsolescence. The county needs to replace this application with one that better suits the business needs of Shelby County Government. As more fully described in the Scope of Work, the Division of Planning and Development needs a solution that will:

- Encompass more of the services that are available in the Division of Planning and Development
- Assist in improving the quality of the services to its customers
- Add self-service and mobility features that will improve the customer experience and reduce the number of calls and in person visits to the division
- Increase data sharing between related offices in Shelby County Government (SCG)
- Integrate the use of Graphical Information Systems (GIS)
- Provide ad hoc reporting capabilities
- Provide functionality that will allow the division to change its processes when necessary to meet the needs of SCG and its citizens

The County wishes to engage in a contractual relationship with the best-qualified Proposer selected through a competitive process that will work well with the County's personnel in the performance of the services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

D. Project Manager

The proposer shall assign a project manager who has long term, successful experience on similar projects, of a similar size. The project manager, and his or her qualifications, shall be identified in the provider's proposal. The project manager shall be present for the product demonstration (if necessary) and must remain assigned to Shelby County throughout the contract period. The Proposer shall guarantee that the Project Manager included in the proposal shall be assigned to this project throughout the project term, unless they are no longer employed by the Proposer. Replacement of the project manager if necessary, must have equal qualifications to those of the project manager originally identified and will require written approval by Shelby County.

E. Project Schedule

The proposer shall provide a proposed project schedule, in Microsoft Project format, beginning at the Notice to Proceed and ending at Go-Live (as defined herein). The timeline should be expressed in terms of calendar days or weeks from the issuance of the Notice to Proceed rather than actual dates and should include specific major events, milestones and deliverables. Identify any assumptions used that support this timeline.

F. Project Time Frame

The initial contract term will begin immediately upon execution of the contract through June 30, 2016, with the option to renew for five (5) additional one-year periods beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The selected vendor must be prepared to begin immediately upon receipt of a Notice to Proceed.

D. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the Contractor's books relative to the Accounts.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

IX. PURPOSE

To select the best-qualified company and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

A. Business Need

A software package that provides enhancements such as e-government access, will improve the level of service to citizens without increasing staff's workload. By providing a workflow to accept an application and/or permit and automatically route task through a predetermined matrix that includes required/requested documents, will add value to the customer experience. In addition, a web application will allow citizens/contractors to submit permits, plans, track a status of a complaint or permit and make online payments.

Requiring the new software to allow the integration of the Geographic Information System (GIS) into the permitting system will foster sustainability within the community. GIS functionality will provide many benefits for Memphis and Shelby County Construction Code Enforcement and Shelby County through better record keeping. Information can be stored concerning zoning, population, and physical geographic characteristics, such as forest and water flows. In addition, communications are improved with use of maps and visualizations. This will enhance decision making skills for staff relative to geographic data through a GIS map that displays current zoning regulations of a request to issue a permit.

By incorporating real-time interfaces with Office of Planning and Development, Memphis Light, Gas and Water (MLGW), Shelby County Assessor's Office, Shelby County Clerk's Office, Shelby County Register's Office, City of Memphis Mayor Action Center, Shelby County Mayor Citizen Center, Shelby County Finance and State of Tennessee data accuracy can be increased.

Also, by interfacing with General Sessions' Environmental Court, Inspectors can issue citations and be able to monitor the disposition of a related case. Through electronic exchange of data, the system can be maintained with current information.

B. Requirements

Global

1. **Dashboards** - The application should be able to produce dashboards. Describe the types of data that can be displayed in a dashboard. Are the dashboards available for publishing on a public portal? Are there any out of the box dashboards? Are the dashboards configurable or do they require scripting and/or programming.
2. **Workflow** –Describe the methodology for creating new workflows or modifying the existing workflows. Is the workflow configuration GUI based? Describe pre-configured workflows that are available.

3. **Rules Engine** – Specify the ability of the application to configure rules to perform an action based data entry or the occurrence of an event.
4. **Screen Design** – Does the application permit multiple properties for a field based on its use? Describe properties associated with field configuration such as screen labels, mouse over help, etc.
5. **Smart Forms** – Describe use of smart forms in the application.
6. **Reporting** – Describe the application’s method for creating reports and running those reports on a schedule when needed. Describe out of the box reports. Are any reports associated with Unified Development Code reporting?
7. **Ad Hoc Reporting** – Describe functionality for ad hoc reporting.
8. **Alerts / Notifications** – Describe the proposed application’s ability to send emails based on the occurrence of an event. List the email systems that the application has the ability to integrate with. Does the application support the use of Active Directory for Shelby County Government Employees? Can alerts/ notifications be directed to the user’s home page or dashboard? Is text messaging an option for customers?
9. **Security** – Describe the application’s ability to configure various levels of security and how the application uses the security configuration to prevent unauthorized access. Does application provide secure, web and app login account for all users with only access to data established by login? Does application enable configuring of user group roles with permissions to view, add, edit and/or delete predetermined access? Is multiple user group (role) simultaneous access allowed?
10. **Public Portals** – Describe the Public Portal and all associated mobile apps. List the internet browsers and mobile operating systems the portal can operate on. What information is available for viewing via the internet or mobile app?
11. **Payments** – Describe methodology for processing on-line and in-house payments. Application should be PCI Compliant.
12. **OnBase** – Describe ability of application to interface to OnBase to store or display documents related to a case.

13. **Data Entry** – Does the application include spelling and grammar checker? Is date and time auto populated with an option to over-ride?
14. **Help** – Does the proposed solution provide an online help function. If so, is it context sensitive?
15. **GIS** – Describe the level of integration with GIS, the preferred GIS software, and the way the software connects to the GIS software. Please provide examples.

OPD – Land Use Application Filing

16. **E-Filing** - Describe application's functionality for customers to submit applications and supporting documentation electronically. Allow the planner to accept or reject each filing and automatically route the filing information into the Land/Use permitting system for processing.
17. **Application Entry** – Describe the method for SCG Employees to enter and map Landmark cases. Also describe method for the submittal of the following: zoning changes, Land Use Control Board, Planned Development, and Special Use Permits. Allow editing of application type without deleting or re-entering case. If the new application type has additional required fields, the user must complete those fields upon changing the case type.
18. **Application Assignment** – Describe the application's abilities to automatically assign application to a planner based upon rules to be configured by the Office of Planning and Development.
19. **Printing** – Provide ability to print labels.
20. **Alerts/Notifications** – Describe the ability to send information to customer upon successful submittal and approval of land use application. Is the use of text messaging supported?

Plans Review

21. **Plan Review** – Describe method to accept an application and/or permit and automatically route tasks through a predetermined workflow that also includes access to associated documents. Also describe method to attach additional documents as the review moves through the application.

- 22. **Certificate of Occupancy** – Describe process for on-line submittal, professing, and/or approval of certificate of occupancy.
- 23. **Measurements** – Describe ability to measure and verify electronically submitted documents to architect scale.
- 24. **Contractor License** – Describe functionality that enables this application to accept new contractor license request, approve, monitor contractor employees, monitor contractor license status and renew upon expiration.
- 25. **Plan Revisions** – Describe the ability to electronically mark-up plans and track revisions.

Renewals

- 26. **Renewals** – Provide online annual renewal of licenses, sign permits and elevator operating certificates.

Inspectors

- 27. **Inspectors** – Describe functionality available to inspectors that will allow web access to inspections while they are in the field. Specifically describe available features such as access to: individual inspection calendars (with the ability to modify appointment sequence), documents associated with a permit, and access to included GIS functionality.

Accounting

- 28. **Configuration** – Describe ability to use Code Tables and Rules Engine to configure accounting processes. Describe the method to add and update fee schedules.
- 29. **Accounting Processes** – Describe the Accounting modules ability to perform the following procedures:
 - 29.1. Provide dual entry accounting for financial record keeping.
 - 29.2. Reconcile cash by single or multiple cashiers.
 - 29.3. Process a partial or complete refund and provide a receipt reflecting the refund.
 - 29.4. Ability to reconcile various accounts (i.e. trust, demo, return checks)
 - 29.5. Bond trust accounting including tracking the payee and cash bond refunds.

30. Payment Processing

- 30.1. Transmitting and accepting electronic financial transactions (credit/ debit cards, account transfers) in accordance with PCI standards.
- 30.2. Ability for management to approve checks and voids.
- 30.3. Void receipts and make necessary adjustments to accounts includes a reason for void.
- 30.4. Post funds received in payment.
- 30.5. Provide ability to create a separate receipt for each case if funds are to be applied to multiple cases.
- 30.6. Ability to verify receipt information prior to printing or reprinting.
- 30.7. Processing over-payments, under-payments, over-rings, voids , overages and shortages.
- 30.8. Receive multiple forms of payment for one transaction
- 30.9. Record fee waivers in lieu of paying a required fee

IVR

- 31. **IVR** – Describe out of the box functionality available for integration with AVAYA interactive voice response (IVR). What language is used for scripting?

Technical

- 32. **Hardware & OS** – Describe minimum requirements and optimal solution for hardware, OS, data base, application server and other software related to the installation of the proposed vendor application. Does application run in virtual environment? Include licensing requirements.
- 33. Does licensing support multiple instances (Test, Train, and Production)?
- 34. **Encryption** – Describe available encryption methods. Is data at rest encrypted?
- 35. **Security** – Specify details on all levels of security. Include application security, data transmission security, and data and access security.
- 36. **Audit Logs** – Describe to create and manage audit logs.
- 37. **Integration** – Describe methods that are available for this application to integrate with other applications. (Web Services, APIs, ESB, ESRI GIS, etc.) Does the application support the use of the National Information Exchange Model (NIEM) standard?

38. **Files** – Describe the methods for uploading and downloading files. List the acceptable file types.
39. **Support** – Describe levels of support available. Define schedule for patches to application software.

Database

40. **Conversion** – Data must be converted from legacy systems Permit Plus and allow importing/ storing/ searching on all data from the previous system.
41. **Data Dictionary** – Is the data dictionary, ER Diagram and documentation included with the initial install and with each subsequent release of the software?
42. **Back-up and Recovery** - Describe recommended method for DB Back-up and recovery.
43. **Tables/Columns**– Describe the process for adding new tables or adding new columns to a database table. Does the application have to be stopped? Is there any risk of corrupting tables? Do existing records have to be updated?
44. **Code Tables** – Enable configuration of any code table records with an effective date range to determine which codes are available for validation of a data entry field.

Training

45. **End User Training** – Describe plan for training staff and contractors. Do you recommend train-the-trainer training of training the entire staff? How much training is provided at the following stages: Pre-implementation, during implementation, post-implementation?
46. **Video Tutorials** – Are video tutorials available to assist new users with the completion of a transaction.
47. **Administrator Training** – make recommendations on the Administrator training needed for managing the proposed application.

X. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The Provider will supervise all work under this Contract. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required performing the duties assigned to them. Any employee of the Provider who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status.

a. Nothing in this Contract shall be deemed to represent that the Provider, or any of the Provider's employees or agents, are the agents, representatives, or employees of the County. The Provider shall be an independent Provider over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Provider shall follow the desires of the County only as to the intended results of the scope of this Contract.

b. It is further expressly agreed and understood by the Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Provider's letterhead.

4. Termination or Abandonment.

a. It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- i. The Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
 - ii. The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations, or interests under this Contract without the County's consent or approval.
 - iii. The Provider has filed bankruptcy, become insolvent, or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.
 - b. The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for the Provider's failure to provide the services specified under this Contract.
 - c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.
 - d. All work accomplished by the Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
 - e. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to the Provider for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.
5. Subcontracting, Assignment or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation, or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-Providers. Upon the request of the other party, the subcontracting, assigning, delegating, or transferring party shall provide all documents evidencing the assignment.
6. Conflict Of Interest. The Provider covenants that it has no public or private interest and shall not acquire, directly or indirectly, any interest, which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or

employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Provider to the Provider in connection with any work contemplated or performed relative to this Contract.

7. **Covenant against Contingent Fees.** The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. **Employment of County Workers.**

a. The Provider shall not engage, on a full, part-time, or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

b. Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Provider for a period of one (1) year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Provider's services or operations provided to the County.

9. **Arbitration.** Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Provider and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. **General Compliance with Laws.**

a. If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

b. The Provider shall, at all times, observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements and the Americans with Disabilities Act (ADA) requirements.

c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid, or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid, or unenforceable provision as may be possible, and be legal, valid, and enforceable.

15. No Waiver of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorizations, submission of travel claims, documentation requirements, and reimbursement rates. The County will make no travel advances.

19. Incorporation of Other Documents.

a. The Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids, as well as, the Response of the Provider thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction, and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Provider, the Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the County by the Provider due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status and Authority.

a. The Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

b. The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Provider warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Provider warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

26. Providers Responsibilities.

A. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities for Claims and Liabilities. (a) Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns.

This indemnification shall survive the termination or conclusion of this Contract.

(b) Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its

elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-providers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Provider as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 950, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-providers regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance Requirements. The Contractor will provide evidence of the following insurance coverage:

PROFESSIONAL SERVICES/CONTRACTOR PROJECTS LESS THAN \$1,000,000

Minimum Limits of Insurance

The Contractor shall maintain coverage with limits of no less than:

1) Commercial General Liability Insurance \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insured. The insurance shall include coverage for the following:

- a) Premises/Operations
- b) Explosion, Collapse, & Underground Property Damage, if applicable
- c) Products/Completed Operations
- d) Contractual
- e) Independent Contractors
- f) Broad Form Property Damage, if applicable
- g) Personal Injury and Advertising Liability

2) Workers Compensation and Employers' Liability Insurance – As required by Tennessee State Statutes. Employers Liability Coverage is \$1,000,000 per accident. Contractor waives its right of subrogation against Shelby County for any and all workers compensation claims. The Workers' Compensation policy shall include form WC 00 03

13, waiving subrogation rights against Shelby County, its elected officials, appointees, and employees.

3) Business Automobile Liability Insurance-Minimum limits of \$ 1,000,000.00 each accident for bodily injury and property damage. Coverage is to be provided on all:

- a) Owned/Leased Autos
- b) Non-Owned Autos
- c) Hired Autos

4) Computer Software Designers Errors and Omissions – minimum limit of \$1,000,000 per claim or occurrence.

5) Cyber Liability Coverage-Minimum limits of \$500,000.00 per occurrence.

All policies will provide for 30 days written notice to Shelby County of cancellation of coverage provided. Ten (10) days' notice applicable to non-payment of premium. If insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Contractor will provide immediate notice to Shelby County. Contractor will provide evidence of replacement coverage with no lapse.

All insurance policies maintained by the Contractor shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

B. Right to Monitor and Audit

Access to Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the County, to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. Hard copy proposals must be received no later than **4:00 pm (CST) Friday, January 22, 2016 at Shelby County Government Purchasing Department, 160 N. Main St., Suite 900, Memphis, TN 38103.**
5. The proposer agrees to provide the County with any additional information it deems necessary to accurately determine their ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify the organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. One (1) original (clearly identified as original), eight (8) copies and one (1) Digital CD of your proposal are required
2. The package containing the original and copies must be sealed and marked with the proposer's name and "**CONFIDENTIAL, SOFTWARE PERMITTING SYSTEM, RFP #16-001-31**" with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, and corrections may be typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.

4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals. A responsible officer or employee must sign the proposal. Tennessee sales tax shall not be included in the proposal's pricing element.

C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: The Proposal Response Sheet (required document) should be the first page of your written response.

1. Cover Page – Submit on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Comprehensive Response (Minimum Requirements and Services Required). Insurance Certificate must be included with your response.
 - a. Briefly describe the company, including its history, mission, size, organization, and primary areas of specialization.
 - b. Describe the proposer's installed base, focusing on permitting software.
 - c. Describe the approach proposed for providing the Services as described in Section IX – Purpose/Scope of Work. This should include a project schedule and discuss roles and responsibilities of the provider and Shelby County Government.
 - d. Describe the software being proposed, including its primary components, features, functions and unique characteristics (i.e., what sets it apart from its competition). Specifically:
 - Describe each major system component and associated features and functions.
 - Describe the proposed development, test, staging and production environments.
 - Detail any additional third party software needed to run your platform.
 - Provide examples of usage in agencies of comparable size and for comparable purpose.
 - Describe the skills required for in-house developers to use the solutions.
 - e. Describe how support and maintenance applies during implementation and in the months immediately following go live.
 - f. Address all services and requirements outlined in Section II – Minimum Requirements and Section IX – Purpose/Scope of Work.
3. Experience of the Respondent.

A description of the experience and knowledge base of the proposer to show the proposer's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the proposer included in the proposal should include, but not necessarily be limited to, the following:

- a. A statement of how long the proposer has provided services similar to the Services requested herein;
- b. A general description of the proposer's experience and background in providing services similar to the Services requested herein; and
- c. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.
- d. Resume of each employee proposed to perform the Services, including the role of each and an overview of their previous experience with similar projects.

4. References

References of the proposer, including at least three (3) non-Shelby County clients for whom the proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business/agency name and the name, title and telephone number of the contact person.

5. Additional Information

- a. A description of any other resources available to the proposer that will be useful in providing the Services.
- b. A description of the methods used by the proposer to measure the satisfaction of its client.
- c. Any other relevant information about the proposer or its proposed system the company deems to be material.

6. Price Quotations – Price Quotations are to be separately bound, submitted and labeled accordingly. Please include any alternative Technical proposal and pricing in this volume as well.

- a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-consultant working in conjunction with your organization on the project).
- b. Explain any assumptions or constraints in a price proposal to perform the services.
- c. Explain any additional charges or fees in the proposal.
- d. Provide costs in an envelope separate from the proposal.

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:

a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.

b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.

2. Technical Review – Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

a. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the proposers.

b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:

i. Qualifications and experience of specific personnel assigned to this project;

ii. Quality and responsiveness of the proposal and the ability to present a clear understanding of the nature and scope of the project;

iii. Project methodology;

iv. Previous experience in performing similar Services;

v. Proposed cost to Shelby County Government;

vi. Other services available to Shelby County Government above and beyond the Services required.

3. Product Demonstration.

Shelby County Government reserves the right to interview, or to require an oral presentation from, any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give a product demonstration of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-

depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to clarify or elaborate on its qualifications without restating the proposal. The product demonstration is to be a fact finding and explanation session only and is not to be used to negotiate any terms of the contract. If demonstrations are required, each finalist will be expected to provide a half-day demonstration of the proposed solution, in Memphis, during the established demonstration period. The time and location of such interview or product demonstration will be scheduled by Shelby County Government. Product Demonstrations are strictly an option of Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the product demonstration shall be the responsibility of the proposer.

4. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County. The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.